

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs

By: Jonathan D. Rudolph
Deputy Attorney General
Tel. (973) 648-7819

SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY COUNTY
CHANCERY DIVISION
DOCKET NO.

Den C 28405

PETER C. HARVEY, Attorney General of
New Jersey, and KIMBERLY S. RICKETTS, Director
of the New Jersey Division of Consumer Affairs,

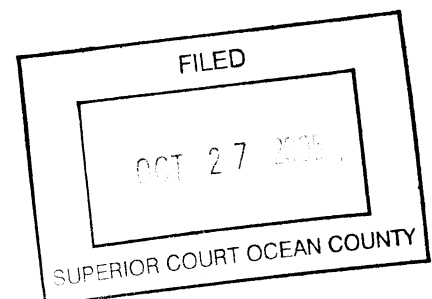
Plaintiffs,

v.

JERSEY ROOFERS; JERSEY CITY ROOFERS-
BUILDERS, INC.; XYZ CORPORATIONS, a
fictitious designation representing business identities
whose names are currently unknown to Plaintiffs and
who are engaged in the business of providing home
improvement services to consumers; STEPHEN
WALTZ, individually and d/b/a ASBURY ROOFERS;
JERSEY CITY ROOFERS; JERSEY CITY ROOFER
& BUILDERS; JERSEY ROOFERS; JERSEY
ROOFERS AND BUILDERS; NEW JERSEY
ROOFERS; STATEWIDE ROOFERS & BUILDERS;
STATEWIDE ROOFING; WALTZ'S DEMOLITION;
WALTZ'S DEMOLITION & HOME
IMPROVEMENTS; WALTZ'S HOME
IMPROVEMENTS; WALTZ'S ROOFING & HOME
IMPROVEMENTS; AND XYZ CORPORATIONS;
JOHN AND JANE DOES 1-15, a fictitious
designation representing individuals whose names are
currently unknown to Plaintiffs, individually and as
owners, officers, directors, shareholders, founders,
managers, agents, servants, employees and/or
representatives of Jersey Roofers & Jersey City
Roofers-builders, Inc.; Asbury Roofers; Jersey City
Roofers; Jersey City Roofers & Builders; Jersey
Roofers; Jersey Roofers and Builders; New Jersey
Roofers; Statewide Roofers & Builders, Statewide
Roofing; Waltz's Demolition; Waltz's Demolition &
Home Improvements; Waltz's Home Improvements;
Waltz's Roofing & Home Improvements; and XYZ
Corporations, 1-15,

Defendants.

CIVIL ACTION



Plaintiffs Peter C. Harvey, Attorney General of the State of New Jersey, with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Kimberly S. Ricketts, Director of the New Jersey Division of Consumer Affairs, with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of this Complaint state:

JURISDICTION AND PARTIES

1. The Attorney General of the State of New Jersey (“Attorney General”) is charged with the responsibility of enforcing the New Jersey Consumer Fraud Act (“CFA”), N.J.S.A. 56:8-1 et seq., and all regulations promulgated thereunder, (the “Regulations”), N.J.A.C. 13:45A-1.1 et seq. The Director of the New Jersey Division of Consumer Affairs (“Director”) is charged with the responsibility of administering the CFA and the Regulations on behalf of the Attorney General.

2. By this action, the Attorney General and the Director (collectively referred to as “Plaintiffs”) seek injunctive and other relief for violations of the CFA. Plaintiffs brings this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19.

3. Venue is proper in Ocean County, pursuant to R. 4:3-2, because it is a county in which at least one defendant has maintained a principal place of business and has advertised and/or conducted business and in which the cause of action arose.

4. Defendant Jersey Roofers & Jersey City Roofers-Builders, Inc. is a corporation established in the State of New Jersey (the “State”) on April 19, 1904. Upon information and belief, at all relevant times, Jersey Roofers & Jersey City-Roofers-Builders, Inc. has maintained a principal place of business at 1995 East State Street Extension, Hamilton, New Jersey 08629. Defendant

Stephen Waltz is the registered agent in the State of New Jersey (the "State") for Jersey Roofers & Jersey City-Roofers-Builders, Inc.

5. Upon information and belief, at all relevant times, defendant Stephen Waltz ("Waltz") has been the owner, officer, director, shareholder, founder, manager, agent servant, employee and/or representative of Jersey Roofers. Upon information and belief, at all relevant times, Waltz has maintained a mailing address of 1995 East State Street Extension, Hamilton, New Jersey 08629.

6. Upon information and belief, at all relevant times, Waltz has also conducted business under the following names: Asbury Roofers, Jersey City Roofers, Jersey City Roofer & Builders, Jersey City Roofers & Builders, Jersey Roofers, Jersey Roofers and Builders, New Jersey Roofers, Statewide Roofers & Builders, Statewide Roofing, Waltz's Demolition, Waltz's Demolition & Home Improvements, Waltz's Home Improvements and/or Waltz's Roofing & Home Improvements. Upon information and belief, none of these entities is incorporated or registered as a trade name in the State.

7. Upon information and belief, defendant Statewide Roofers & Builders has maintained a principal place of business at 2030 and/or 2031 Liberty Street, Hamilton, New Jersey 08610.

8. Upon information and belief, at all relevant times, defendants Waltz's Demolition & Home Improvements and Waltz's Home Improvement have maintained a principal place of business at 4457 South Broad Street, Trenton, New Jersey 08610.

9. Upon information and belief, John and Jane Does 1 through 15 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, and/or representatives of Jersey Roofers & Jersey City-Roofers-Builders, Inc., Asbury Roofers, Jersey City Roofers, Jersey City Roofer & Builders, Jersey City

Roofers & Builders, Jersey Roofers, Jersey Roofers and Builders, New Jersey Roofers, Statewide Roofers & Builders, Statewide Roofing, Waltz's Demolition, Waltz's Demolition & Home Improvements, Waltz's Home Improvements and/or Waltz's Roofing & Home Improvements who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

10. Upon information and belief, XYZ Corporations 1 through 15 are fictitious corporations meant to represent any additional corporations who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

11. Defendants Jersey Roofers & Jersey City-Roofers-Builders, Inc., Waltz, Asbury Roofers, Jersey City Roofers, Jersey City Roofer & Builders, Jersey City Roofers & Builders, Jersey Roofers, Jersey Roofers and Builders, New Jersey Roofers, Statewide Roofers & Builders, Statewide Roofing, Waltz's Demolition, Waltz's Demolition & Home Improvements, Waltz's Home Improvements and/or Waltz's Roofing & Home Improvements are collectively referred to as "Defendants."

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

12. Since at least October 1999, the Defendants have engaged in the business of offering and providing home improvement services to consumers within the State, including, but not limited to, roof repair/replacement, foundation and sidewalk repair/replacement, deck installation and gutter repair/replacement for residential homes and/or commercial buildings.

13. Upon information and belief, Defendants have entered into home improvement contracts with consumers in this State and elsewhere to perform home improvement services

including, but not limited to, roof repair/replacement, foundation and sidewalk repair/replacement, deck installation, and gutter repair/replacement for residential homes and/or buildings.

14. At varying times, some or all of the Defendants have owned, operated, maintained, and/or advertised through internet websites including, but not limited to, www.jerseyroofs.com.

COUNT I
VIOLATION OF THE CFA BY DEFENDANTS
(UNCONSCIONABLE COMMERCIAL PRACTICES)

15. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 13 above as if more fully set forth herein.

16. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing [] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise....

17. In the operation of their home improvement business, Defendants have engaged in the use of unconscionable commercial practices, false promises, misrepresentations and/or the knowing concealment, suppression or omission of material facts.

18. Defendants have engaged in unconscionable commercial practices including, but not limited to, the following:

- a. Failing to commence the work specified in home improvement contracts;
- b. Failing to complete the work specified in home improvement contracts;
- c. Failing to provide consumers with timely written notice of a delay in the commencement or completion of home improvement work;

- d. Performing work that failed to comply with the specifications of the home improvement contract;
- e. Damaging consumers' home, property and/or personal belongings while performing home improvement work;
- f. Promising and then failing to return to consumers' homes to complete home improvement work;
- g. Accepting payment for home improvement work that Defendants never commenced;
- h. Accepting payment for home improvement work that Defendants never completed;
- i. Accepting payment for home improvement work that Defendants performed in a substandard manner;
- j. Failing to provide consumers with refunds for home improvement work that Defendants never commenced;
- k. Failing to provide consumers with refunds for home improvement work that Defendants never completed;
- l. Failing to honor the terms of a warranty for materials and/or labor provided in connection with a home improvement contract;
- m. Failing to obtain the requisite permits prior to commencing home improvement work or at any time thereafter;
- n. Performing, without prior authorization, work not specified in home improvement contracts and then demanding payment for such work;
- o. Performing, without prior authorization, work not specified in home improvement contracts which created the need for additional work to be performed at an extra cost to consumers;
- p. Obtaining authorization to perform home improvement work from individuals who were not competent to give such authorization;
- q. Disposing of materials removed during the performance of home improvement work to prevent consumers from inspecting same to determine if the initial removal was necessary;

- r. Having home improvement work performed by inexperienced employees;
- s. Accepting a larger down payment than was actually required by the terms of the home improvement contract; and
- t. Failing to respond to consumers' telephone calls and/or written correspondence in a timely manner or at all.

19. Each unconscionable commercial practice by Defendants constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANTS (FALSE PROMISES AND MISREPRESENTATIONS)

20. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 18 above as if more fully set forth herein.

21. In the operation of their home improvement business, Defendants have made false promises and/or misrepresentations including, but not limited to, the following:

- a. Promising and then failing to provide consumers with refunds for home improvement work that was never commenced and/or completed;
- b. Promising and then failing to commence home improvement work;
- c. Promising and then failing to return to consumers' homes to complete home improvement work;
- d. Promising and then failing to repair home improvement work that was performed in a substandard manner;
- e. Misrepresenting that consumers who permitted Defendants to place business signs in their yards received a discounted price under a home improvement contract;

- f. Promising and then failing to pay for consumers' missing or damaged personal property;
- g. Misrepresenting that Defendants would obtain the requisite permits to perform the home improvement work;
- h. Representing that a larger down payment was due than that specified in the home improvement contract;
- i. Representing that home improvement work would be commenced by a date certain and then failing to start on or before that date;
- j. Misrepresenting that sufficient funds existed or would exist to cover a refund check issued to a consumer;
- k. Misrepresenting that consumers would receive a warranty on materials and/or labor furnished in connection with a home improvement contract; and
- l. Misrepresenting that they would provide refunds to consumers.

22. Each false promise and/or misrepresentation by Defendants constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATION OF THE CFA BY DEFENDANTS (KNOWING OMISSIONS OF MATERIAL FACT)

23. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 21 above as if more fully set forth herein.

24. In the operation of their home improvement business, Defendants have engaged in knowing omissions of material fact including, but not limited to, the following:

- a. Failing to include in home improvement contracts the date or time period within which work is to commence;
- b. Failing to include in home improvement contracts the date or time period within which work will be completed;

- c. Failing to include in home improvement contracts itemized pricing for labor and/or materials;
- d. Failing to obtain the requisite permits to perform home improvement work;
- e. Failing to include in home improvement contracts a complete and accurate description of the products and materials to be used;
- f. Failing to include in home improvement contracts the signatures of the consumers;
- g. Failing to advise consumers that they would be charged for unauthorized work; and
- h. Failing to specify in advertisements the specific licenses Defendants maintained.

25. Each knowing omission of material fact by Defendants constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT IV

VIOLATION OF THE HOME IMPROVEMENT PRACTICES REGULATIONS BY DEFENDANTS

26. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 24 above as if more fully set forth herein.

27. The Regulations Governing Home Improvement Practices, N.J.A.C. 13:45A-16.1 et seq. (“Home Improvement Regulations”), promulgated pursuant to the CFA, among other things, prohibit certain acts and practices of a seller in connection with the sale, advertisement or performance of home improvement contracts.

28. Defendants are “seller[s]” within the definition of N.J.A.C. 13:45A-16.1.

29. At all relevant times, Defendants entered into “home improvement contracts” within the definition of N.J.A.C. 13:45A-16.1.

30. The Home Improvement Regulations provide, in pertinent part:

- a. Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., utilization of a seller of the following acts and practices involving the sale, attempted sale, advertisement or performance of home improvements shall be unlawful hereunder:

....

7. Performance:

....

- ii. Fail to begin or complete work on the date or within the time period specified in the home improvement contract, or as otherwise represented, unless the delay is for reason of labor stoppage; unavailability of supplies or materials, unavoidable casualties, or any other cause beyond seller's control. Any changes in the dates or time periods stated in a written contract shall be agreed to in writing; or
- iii. Fail to give timely written notice to the buyer of reasons beyond the seller's control for any delay in performance, and when the work will begin or be completed.

[N.J.A.C. 13:45A-16.2(a)(7)(ii), (iii).]

31. The Home Improvement Regulations further require sellers to ensure that all applicable permits have been obtained before they begin work as follows:

10. Building Permits

- i. No seller contracting for the making of home improvements shall commence work until he is sure that all applicable state or local building and construction permits have been issued as required under state laws or local ordinances....

[N.J.A.C. 13:45a-16.2(a)(10)(i).]

32. Additionally, the Home Improvement Regulations include a writing requirement for contracts priced in excess of \$200.00 and provide, in pertinent part:

12. Home improvement contract requirements - writing requirement: All home improvement contracts for a purchase price in excess of \$200.00, and all changes in the terms and conditions thereof shall be in writing. Home improvement contracts which are required by this subsection to be in writing, and all changes in the terms and conditions thereof, shall be signed by all parties thereto, and shall clearly and accurately set forth in legible form all terms and conditions of the contract, including, but not limited to, the following:

- i. The legal name and business address of seller, including the legal name and business address of the sales representative or agent who solicited or negotiated the contract for the seller;
- ii. A description of the work to be done and the principal products and materials to be used or installed in performance of the contract. The description shall include, where applicable, the name, make, size, capacity, model, and model year of principal products or fixtures to be installed, and the type, grade, quality, size or quantity of principal building or construction material to be used.
- iii. The total price or other consideration to be paid by the buyer, including finance charges. If the contract is one for time and materials, the hourly rate for labor and all other terms and conditions of the contract affecting price shall be clearly stated;
-
- iv. The dates or time period on or within the work is to begin and be completed by seller;

[N.J.A.C. 13:45A-16.2(a)(12)(i), (ii), (iv).]

33. Defendants violated the Home Improvement Regulations by engaging in certain conduct including, but not limited to:

- a. Failing to provide consumers with timely written notice of a delay in the commencement or completion of home improvement work;
- b. Failing to obtain consumers' written consent to any changes in the commencement and/or completion dates specified in the home improvement contract;

- c. Failing to include in home improvement contracts the dates or time periods on or within which the work is to commence;
- d. Failing to include in home improvement contracts the dates or time periods within which the work is to be completed;
- e. Commencing home improvement work before obtaining all requisite permits;
- f. Failing to include in home improvement contracts a description of the principal products and materials to be used or installed;
- g. Failing to include in home improvement contracts itemized pricing for labor and/or materials;
- h. Failing to include all changes to the terms and conditions of the home improvement contract in writing; and
- i. Failing to include in home improvement contracts the consumer's signature;

34. Defendants' conduct constitutes multiple violations of the Home Improvement Regulations, N.J.A.C. 13:45A-1.1 et seq., each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

COUNT IV

VIOLATIONS OF THE CFA AND/OR THE HOME IMPROVEMENT REGULATIONS BY DEFENDANT WALTZ

35. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 34 above as if more fully set forth at length herein.

36. At all relevant times, Waltz was owner, officer, director, shareholder, founder, manager, agent, servant, employee and/or representative of Jersey Roofers & Jersey City Roofers-builders, Inc.; Asbury Roofers; Jersey City Roofers; Jersey City Roofers & Builders; Jersey Roofers; Jersey Roofers and Builders; New Jersey Roofers; Statewide Roofers & Builders, Statewide Roofing;

Waltz's Demolition; Waltz's Demolition & Home Improvements; Waltz's Home Improvements; Waltz's Roofing & Home Improvements; and XYZ Corporations, 1-15 and controlled and directed the activities of that entity.

37. Waltz is personally liable for the violations of the CFA and/or the Home Improvement Regulations committed by Jersey Roofers & Jersey City Roofers-builders, Inc.; Asbury Roofers; Jersey City Roofers; Jersey City Roofers & Builders; Jersey Roofers; Jersey Roofers and Builders; New Jersey Roofers; Statewide Roofers & Builders, Statewide Roofing; Waltz's Demolition; Waltz's Demolition & Home Improvements; Waltz's Home Improvements; Waltz's Roofing & Home Improvements; and XYZ Corporations, 1-15.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment:

- (a) Finding that the acts and omissions of Defendants constitute multiple instances of unlawful practices in violations of the CFA, N.J.S.A. 56:8-1 et seq., and the Regulations promulgated thereunder, specifically the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq.;
- (b) Permanently enjoining Defendants and their owners, agents, employees and representatives and all other persons or entities directly under its control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., and the Home Improvement Regulations, N.J.A.C. 13:45A-16.1 et seq., including, but not limited to, the acts and practices alleged in this Complaint;
- (c) Directing the assessment of restitution amounts against Defendants to restore any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any alleged practice herein to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Assessing the maximum statutory civil penalties against Defendants for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (e) Directing the assessment of costs and fees, including attorneys' fees, against Defendants for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (g) Granting such other relief as the interest of justice may require.

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Jonathan D. Rudolph
Deputy Attorney General

Dated: October 26, 2005
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq. is not the subject of any other action pending in any other court of this State. I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____

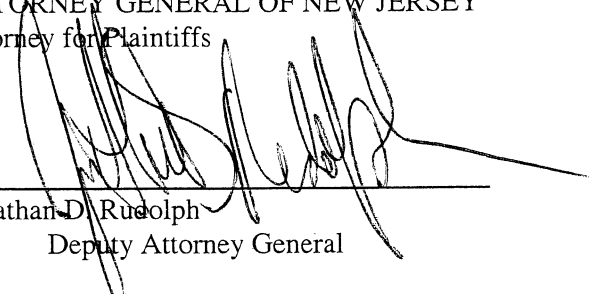
Jonathan D. Rudolph
Deputy Attorney General

Dated: October 26, 2005
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Jonathan D. Rudolph, Deputy Attorney General, is hereby designated as trial counsel on behalf of Plaintiffs.

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Jonathan D. Rudolph
Deputy Attorney General

Dated: October 26, 2005
Newark, New Jersey